



## LiveWhale Platform Cloud Hosting Service Terms

If you elect to host LiveWhale/LiveWhale Calendar in-house or via a third party, you must agree to the following:

**“We do not intend to utilize the LiveWhale Cloud hosting service for our installation of LiveWhale/LiveWhale Calendar. We accept responsibility for server-level support, including server software installation, maintaining up-to-date security patches, database support, system user/permissions management, SSL certificate management/installation, and other server management duties outside the operation of the CMS/Calendar itself. We understand that LiveWhale support requests requiring involvement with these tasks may be billable.”**

If you elect to use LiveWhale Cloud Hosting, the following terms apply:

- Hosting services will be provided by a third-party subcontractor of White Whale Web Services. White Whale will select and manage this subcontractor relationship to provide the necessary hardware, software, networking, storage, and related technology required to efficiently run LiveWhale Cloud. All terms and conditions related to our selected hosting vendor will be made available for your review.
- Emergency service request response time guarantee is one hour. Emergency requests related to software hosting may be submitted 24 hours a day.
- Outages, as described in the software SLA, must exceed 5 minutes to be considered an outage under the terms of this LiveWhale Cloud SLA.
- White Whale staff will monitor your LiveWhale Cloud server(s) for potential events that could or do result in an outage, so that we can take preventative measures and respond quickly in emergencies.
- Outages may be the result of a failure on the part of the third-party subcontractor, a failure on the part of White Whale staff, or the result of custom code written by and/or maintained by representatives of the Client. White Whale staff will investigate all outages and provide a post-mortem of each outage. White Whale is the sole authority on determining the relative percentage of outage responsibility between these three parties.
- If an outage is deemed to be the result of action or inaction by the third-party subcontractor, their SLA governs the event. White Whale will provide a copy of the third-party subcontractor's SLA, which the Client must also accept. White Whale will remit any funds to the Client that are refunded to us as a result of outages covered by the third-party subcontractor's SLA.
- If an outage is deemed to be the direct result of action or inaction by White Whale staff, then White Whale will refund up to 0.5% of your annual Cloud Hosting fee (for LiveWhale CMS) or calendar license fee (for LiveWhale Calendar) for each 30 minutes of network downtime, up to 5% of the fee per instance.

- Outages resulting from denial of service attacks, virus activity, hacking attempts, or any other circumstances that are not within White Whale's or the third-party subcontractor's control do not merit fee refunds under this SLA.
- White Whale considers client's Content to be client's private material. However, law enforcement requests to White Whale may require disclosure of client's Content or other data, subject to the following White Whale policies:
  - White Whale will not release non-public information about users unless it has received a subpoena, court order, or other valid legal process document.
  - Unless required not to do so by court order, White Whale will inform users whose non-public information has been requested via subpoena within one business day, court order, or other valid legal process document.
  - White Whale will disclose only such information as is required by a subpoena, court order, or other valid legal process document and will otherwise seek to protect the privacy of the users of its network.
  - To the extent client requires access in order to comply with a subpoena, court order, or other valid legal process document, White Whale will cooperate, reserving the right to invoice client for time spent at our House Rate.
- Upon termination of this agreement for any reason, your content will be archived and preserved for six months from date of termination, and then deleted permanently.